

Exhibit 10

MEZZANINE ASSIGNMENT AND ASSUMPTION AGREEMENT

(Mezzanine 2 Loan)

THIS MEZZANINE ASSIGNMENT AND ASSUMPTION AGREEMENT (Mezzanine 2 Loan) (this “**Agreement**”) is made as of the 3rd day of December, 2018, between **UBS AG**, by and through its branch office located at 1285 Avenue of the Americas, New York, New York, as lender, having an address at 1285 Avenue of the Americas, New York, New York 10019 (“**Assignor**”), and **TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA**, a New York corporation, for the benefit of the Separate Real Estate Account, having an address at 730 Third Avenue, New York, New York 10017 (“**Assignee**”).

RECITALS:

WHEREAS, pursuant to that certain Mezzanine 2 Loan Agreement, dated as of November 30, 2018, (which may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), between Assignor, as lender, and GVS Portfolio I B, LLC, a Delaware limited liability company (“**Borrower**”), as borrower, Assignor made a loan (the “**Loan**”) to Borrower in the principal amount of \$63,000,000.00, which Loan is evidenced, in part, by that certain Promissory Note (Mezzanine 2 Loan), dated as of November 30, 2018, in the principal amount of \$63,000,000.00, made by Borrower in favor of Assignor (the “**Note**”);

WHEREAS, the Loan is subject to the terms of that certain Intercreditor Agreement, dated as of November 30, 2018, relating to the Loan, the Senior Loan (as defined therein), and the Mezzanine 1 Loan (the “**Intercreditor Agreement**”); and

WHEREAS, pursuant to that certain Mezzanine Loan Purchase and Sale Agreement (Mezzanine 2 Loan), dated November 30, 2018, entered into between Assignor and Assignee (the “**Sale Agreement**”), Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, all of Assignor’s right, title and interest in and to the Loan pursuant to and in accordance with the terms of the Sale Agreement.

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties of Assignor and Assignee set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of Assignor and Assignee, Assignor and Assignee do hereby agree as follows:

1. Defined terms are indicated herein by initial capital letters. Initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

2. Assignor hereby assigns to Assignee all of its right, title, and interest in and to (a) the Note, the Loan, the Loan Agreement and the other Loan Documents, (b) all collateral security related to the Loan (including, without limitation, all such right, title and interest of Assignor in, to and under the Pledged Interests), and (c) all proceeds of the foregoing

(collectively, the “**Transferred Asset**”), subject in each case to the terms and provisions of the Intercreditor Agreement.

3. Assignor, in its capacity as Junior Mezzanine Lender (as such term is defined in the Intercreditor Agreement), hereby assigns to Assignee all of its right, title and interest in and to the Intercreditor Agreement.

4. Assignee hereby represents that (a) it is a “Qualified Transferee” as defined in the Intercreditor Agreement, and (b) future assignments of all or any portion of the Transferred Asset shall be in accordance with the terms of the Intercreditor Agreement.

5. Assignee hereby accepts the foregoing assignment of all of Assignor’s right, title, and interest in and to the Transferred Asset and the Intercreditor Agreement and hereby assumes and agrees to fulfill, perform and discharge, from and after the date hereof, all of the various commitments, obligations and liabilities of Assignor under the Intercreditor Agreement and the Transferred Asset accruing from and after the date hereof and hereby agrees to be bound by the terms and provisions thereof, to the same effect as if Assignee had been Assignor under the Intercreditor Agreement. In addition, Assignee hereby remakes each of the representations and warranties contained in Sections 4(b) and 4(d) of the Intercreditor Agreement which are applicable to the Purchased Asset for the benefit of Senior Lender and Senior Mezzanine Lender (as such terms are defined in the Intercreditor Agreement).

6. Except as set forth in the Sale Agreement, the assignments contemplated herein are made without representation or warranty, express or implied and without recourse to the Assignor in any manner whatsoever.

7. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

8. THIS AGREEMENT AND THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall be deemed one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed as of the date first written above.

ASSIGNOR:

UBS AG

By: 

Name: Michael Mills
Title: Associate Director

By: 

Name: Kathleen Donovan
Title: Managing Director

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ASSIGNEE:

**TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA**, for the benefit of
the Separate Real Estate Account

By: 
Name: **Michael Lembo**
Title: **Authorized Signer**